

Filing at a Glance

Company: Carolina Casualty Insurance Company

Product Name: Management Liability Insurance SERFF Tr Num: MNLM-125226881 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: AR-PC-07-025559

Sub-TOI: 17.1022 Other

Co Tr Num: MLI-060107-F

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Author: Beth Richards

Disposition Date: 07-24-2007

Date Submitted: 07-24-2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name: ML 26300 (12-05)

Status of Filing in Domicile: Pending

Project Number: 06-07 Forms Revision

Domicile Status Comments: Filed in our
domiciliary state of Florida on 7/20/07.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07-24-2007

State Status Changed: 07-24-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Monitor Liability Managers, Inc. is submitting the captioned filing in accordance with its attached agreement with Carolina Casualty Insurance Company (CCIC).

Carolina Casualty Insurance Company (CCIC) currently has on file with your Department its Management Liability Insurance Program, submitted and approved as follows:

Initial Program Filing: ML-120105-F; approved 7/21/06

At this time, we are submitting a revision to this program for your review and acknowledgement. The changes are detailed in the enclosed Filing Memorandum.

Company and Contact

Filing Contact Information

Beth Richards, Senior Compliance Analyst

brichards@monitorliability.com

2850 W. Golf Road
Rolling Meadows, IL 60008

(847) 806-6590 [Phone]
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Filing Company Information

Carolina Casualty Insurance Company
c/o Monitor Liability Managers
2850 West Golf Road
Rolling Meadows, IL 60008
(847) 806-6590 ext. 570[Phone]

CoCode: 10510 State of Domicile: Florida
Group Code: 98 Company Type:

Group Name: W. R. Berkley Group State ID Number:
FEIN Number: 59-0733942

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Forms filing - \$50.
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000020090	\$50.00	07-20-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07-24-2007	07-24-2007

Disposition

Disposition Date: 07-24-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Supporting Document	Authorization Letter	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Supporting Document	Forms Schedule	Approved	Yes
Form	Alliance Endorsement Directors, Officers and Corporate Liability Insurance	Approved	Yes
Form	BIO Alliance Endorsement Directors, Officers and Corporate Liability Insurance	Approved	Yes
Form	Socius Insurance Services, Inc. Endorsement	Approved	Yes
Form	Swett & Crawford Advantage Endorsement	Approved	Yes
Form	Swett & Crawford Advantage Endorsement Directors, Officers and Corporate Liability Insurance	Approved	Yes
Form	William Gallagher Associates Endorsement Enhancements A	Approved	Yes
Form	William Gallagher Associates Endorsement Directors, Officers and Corporate Liability Insurance Enhancements B	Approved	Yes
Form	William Gallagher Associates Endorsement Enhancements C	Approved	Yes
Form	William Gallagher Associates Endorsement Enhancements D	Approved	Yes
Form	National Glass Association Enhancements A	Approved	Yes
Form	Medical Professionals and Health Facilities Enhancements A	Approved	Yes
Form	Medical Professionals and Health Facilities Enhancements B	Approved	Yes
Form	Medical Professionals and Health Facilities Enhancements C	Approved	Yes
Form	Medical Professionals and Health Facilities Enhancements D	Approved	Yes
Form	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation Exclusion	Approved	Yes
Form	Addition to Section III. B. Addition of Insured Entity with Past Acts Exclusion	Approved	Yes
Form	Addition to Section III. B. Addition of Insured Entity with Prior and Pending	Approved	Yes

Litigation and Past Acts Exclusion

Form	Addition to Section III. H. Addition of Subsidiary with Prior and Pending Litigation Exclusion	Approved	Yes
Form	Addition to Section III. H. Addition of Subsidiary with Past Acts Exclusion	Approved	Yes
Form	Addition to Section III. H. Addition of Subsidiary with Prior and Pending Litigation and Past Acts Exclusion	Approved	Yes
Form	Addition to Section IV. Specific Question Exclusion	Approved	Yes
Form	Addition to Section IV. Modified Known Wrongful Act Exclusion	Approved	Yes
Form	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	Approved	Yes
Form	Addition to Section IV. Relative Legal Exposure	Approved	Yes
Form	Modification to Section VII. A. Extended Notice of Claim to Specific Positions	Approved	Yes
Form	Modification to Section VIII. B. Full Severability	Approved	Yes
Form	Addition to Section VIII. B. Fully Non- Rescindable Endorsement	Approved	Yes
Form	Addition to Section II. Automatic Extended Reporting Period for Employment Practices Liability	Approved	Yes
Form	Addition to Section III. A. Expanded Definition of Claim	Approved	Yes
Form	Addition to Section III. A. Illegal Alien Investigative Proceeding Coverage with Sub-Limit	Approved	Yes
Form	Modification to Section III. C. Costs of Defense for Stock Options	Approved	Yes
Form	Modification to Section III. D. Leased Individuals and Independent Contractor Carve-out	Approved	Yes
Form	Modification to Section III. D. Employee Extension for Managed Entities of Insured Entity	Approved	Yes
Form	Modification to Section IV. B. ERISA Exclusion with Retaliatory Carve-out	Approved	Yes
Form	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	Approved	Yes
Form	Addition to Section IV. Prior and Pending	Approved	Yes

Litigation Exclusion Specific Entity

Form	Addition to Section IV. Modified Known Wrongful Act Exclusion	Approved	Yes
Form	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	Approved	Yes
Form	Addition to Section III. D. State Specific Punitive Damages Carve-out	Approved	Yes
Form	Addition to Section III. E. Addition of Employee Benefit Plan(s) with Prior and Pending Litigation Exclusion	Approved	Yes
Form	Addition to Section III. E. Addition of Employee Benefit Plan(s) with Past Acts Exclusion	Approved	Yes
Form	Addition to Section III. E. Addition of Employee Stock Ownership Plan with Prior and Pending Litigation Exclusion	Approved	Yes
Form	Addition to Section III. E. Addition of Employee Stock Ownership Plan with Past Acts Exclusion	Approved	Yes
Form	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	Approved	Yes
Form	Addition to Section IV. Prior and Pending Litigation Exclusion Specific Entity	Approved	Yes
Form	Addition to Section IV. Modified Known Wrongful Act Exclusion	Approved	Yes
Form	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	Approved	Yes
Form	Addition to Section IV. Past Acts Exclusion for Specific Entity	Approved	Yes
Form	Addition to Section III. C. Costs of Defense for Stock Options	Approved	Yes
Form	Addition to Section III. C. State Specific Punitive Damages Carve-out	Approved	Yes
Form	Addition to Section III. E. Addition of Employee Coverage	Approved	Yes
Form	Addition to Section IV. F. Insured versus Insured Carve-out	Approved	Yes
Form	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	Approved	Yes
Form	Addition to Section IV. Modified Known Wrongful Act Exclusion	Approved	Yes
Form	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	Approved	Yes

Form	Addition to Section IV. Regulatory Action Exclusion	Approved	Yes
Form	Addition to Section IV. Insurance Regulatory Exclusion	Approved	Yes
Form	Modification to Section V. B. Securities Endorsement	Approved	Yes
Form	Addition to Section IV. F. Whistleblower Carve-out	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Alliance Endorsement Directors, Officers and Corporate Liability Insurance	CT 261103	04-06	Endorsement/New Amendment/Conditions		0.00	CT 261103 04-06.pdf
Approved	BIO Alliance Endorsement Directors, Officers and Corporate Liability Insurance	CT 261104	04-06	Endorsement/New Amendment/Conditions		0.00	CT 261104 04-06.pdf
Approved	Socius Insurance Services, Inc. Endorsement	CT 261108	05-06	Endorsement/New Amendment/Conditions		0.00	CT 261108 05-06.pdf
Approved	Swett & Crawford Advantage Endorsement	CT 261109	12-06	Endorsement/New Amendment/Conditions		0.00	CT 261109 12-06.pdf
Approved	Swett & Crawford Advantage Endorsement Directors, Officers and Corporate Liability Insurance	CT 261111	12-06	Endorsement/New Amendment/Conditions		0.00	CT 261111 12-06.pdf
Approved	William Gallagher Associates Endorsement Enhancements A	CT 261112	03-07	Endorsement/New Amendment/Conditions		0.00	CT 261112 03-07.pdf
Approved	William Gallagher Associates Endorsement Directors, Officers and Corporate Liability	CT 261113	03-07	Endorsement/New Amendment/Conditions		0.00	CT 261113 03-07.pdf

Insurance

Enhancements B

Approved	William Gallagher CT Associates 261114	03-07	Endorsement New nt/Amendment/Conditions	0.00	CT 261114 03-07.pdf
Approved	William Gallagher CT Associates 261115	03-07	Endorsement New nt/Amendment/Conditions	0.00	CT 261115 03-07.pdf
Approved	National Glass CT Association 261300	03-06	Endorsement New nt/Amendment/Conditions	0.00	CT 261300 03-06.pdf
Approved	Medical CT Professionals and 261550	04-06	Endorsement New nt/Amendment/Conditions	0.00	CT 261550 04-06.pdf
Approved	Medical CT Professionals and 261551	04-06	Endorsement New nt/Amendment/Conditions	0.00	CT 261551 04-06.pdf
Approved	Medical CT Professionals and 261552	04-07	Endorsement New nt/Amendment/Conditions	0.00	CT 261552 04-07.pdf
Approved	Medical CT Professionals and 261553	04-07	Endorsement New nt/Amendment/Conditions	0.00	CT 261553 04-07.pdf
Approved	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation Exclusion	CT 263033	rev. 09-06 Endorsement Replaced nt/Amendment/Conditions	CT 263033 (12-05) 0.00	CT 263033 rev. 09-06.pdf
Approved	Addition to Section III. B. Addition of Insured Entity with Past Acts Exclusion	CT 263034	rev. 09-06 Endorsement Replaced nt/Amendment/Conditions	CT 263034 (12-05) 0.00	CT 263034 rev. 09-06.pdf
Approved	Addition to Section III. B.	CT 263035	rev. 09-06 Endorsement Replaced nt/Amendment	CT 263035 (12-05) 0.00	CT 263035 rev. 09-

	Addition of Insured Entity with Prior and Pending Litigation and Past Acts Exclusion			ent/Condi tions			06.pdf
Approved	Addition to Section III. H. Addition of Subsidiary with Prior and Pending Litigation Exclusion	CT 263093	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi tions	CT 263093 (12-05)	0.00	CT 263093 rev. 09-06.pdf
Approved	Addition to Section III. H. Addition of Subsidiary with Past Acts Exclusion	CT 263094	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi tions	CT 263094 (12-05)	0.00	CT 263094 rev. 09-06.pdf
Approved	Addition to Section III. H. Addition of Subsidiary with Prior and Pending Litigation and Past Acts Exclusion	CT 263095	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi tions	CT 263095 (12-05)	0.00	CT 263095 rev. 09-06.pdf
Approved	Addition to Section IV. Specific Question Exclusion	CT 264016	09-06	Endorseme New nt/Amendm ent/Condi tions		0.00	CT 264016 09-06.pdf
Approved	Addition to Section IV. Modified Known Wrongful Act Exclusion	CT 264308	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi tions	CT 264308 (12-05)	0.00	CT 264308 rev. 09-06.pdf
Approved	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	CT 264312	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi tions	CT 264312 (12-05)	0.00	CT 264312 rev. 09-06.pdf
Approved	Addition to Section IV. Relative Legal Exposure	CT 266018	12-06	Endorseme New nt/Amendm ent/Condi tions		0.00	CT 266018 12-06.pdf

Approved	Modification to Section VII. A. Extended Notice of Claim to Specific Positions	CT 267023	04-07	Endorseme New nt/Amendm ent/Condi tions	0.00	CT 267023 04-07.pdf
Approved	Modification to Section VIII. B. Full Severability	CT 268033	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	CT 268033 12-06.pdf
Approved	Addition to Section VIII. B. Fully Non- Rescindable Endorsement	CT 268034	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	CT 268034 12-06.pdf
Approved	Addition to Section II. Automatic Extended Reporting Period for Employment Practices Liability	EPL 262020	09-06	Endorseme New nt/Amendm ent/Condi tions	0.00	EPL 262020 09-06.pdf
Approved	Addition to Section III. A. Expanded Definition of Claim	EPL 263025	05-06	Endorseme New nt/Amendm ent/Condi tions	0.00	EPL 263025 05-06.pdf
Approved	Addition to Section III. A. Illegal Alien Investigative Proceeding Coverage with Sub-Limit	EPL 263026	03-07	Endorseme New nt/Amendm ent/Condi tions	0.00	EPL 263026 03-07.pdf
Approved	Modification to Section III. C. Costs of Defense for Stock Options	EPL 263043	09-06	Endorseme New nt/Amendm ent/Condi tions	0.00	EPL 263043 09-06.pdf
Approved	Modification to Section III. D. Leased Individuals and Independent Contractor Carve- out	EPL 263057	09-06	Endorseme New nt/Amendm ent/Condi tions	0.00	EPL 263057 09-06.pdf
Approved	Modification to	EPL	11-06	Endorseme New	0.00	EPL 263058

	Section III. D. Employee Extension for Managed Entities of Insured Entity	263058		nt/Amendm ent/Condi tions			11-06.pdf
Approved	Modification to Section IV. B. ERISA Exclusion with Retaliatory Carve-out	EPL 264032	12-06	Endorseme New nt/Amendm ent/Condi tions		0.00	EPL 264032 12-06.pdf
Approved	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	EPL 264072	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi tions	EPL 264072 (12- 05)	0.00	EPL 264072 rev. 09- 06.pdf
Approved	Addition to Section IV. Prior and Pending Litigation Exclusion Specific Entity	EPL 264073	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi tions	EPL 264073 (12- 05)	0.00	EPL 264073 rev. 09- 06.pdf
Approved	Addition to Section IV. Modified Known Wrongful Act Exclusion	EPL 264308	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi tions	EPL 264308 (12- 05)	0.00	EPL 264308 rev. 09- 06.pdf
Approved	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	EPL 264312	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi tions	EPL 264312 (12- 05)	0.00	EPL 264312 rev. 09- 06.pdf
Approved	Addition to Section III. D. State Specific Punitive Damages Carve- out	FL 263054	rev. 11-06	Endorseme Replaced nt/Amendm ent/Condi tions	FL 263054 (12- 05)	0.00	FL 263054 rev. 11- 06.pdf
Approved	Addition to Section III. E. Addition of Employee Benefit Plan(s) with Prior and Pending Litigation	FL 263063	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi tions	FL 263063 (12- 05)	0.00	FL 263063 rev. 09- 06.pdf

Exclusion

Approved	Addition to Section III. E. Addition of Employee Benefit Plan(s) with Past Acts Exclusion	FL 263064rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi ons	FL 263064 (12- 05)	0.00	FL 263064 rev. 09- 06.pdf
Approved	Addition to Section III. E. Addition of Employee Stock Ownership Plan with Prior and Pending Litigation Exclusion	FL 263065rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi ons	FL 263065 (12- 05)	0.00	FL 263065 rev. 09- 06.pdf
Approved	Addition to Section III. E. Addition of Employee Stock Ownership Plan with Past Acts Exclusion	FL 263066rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi ons	FL 263066 (12- 05)	0.00	FL 263066 rev. 09- 06.pdf
Approved	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	FL 264092rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi ons	FL 264092 (12- 05)	0.00	FL 264092 rev. 09- 06.pdf
Approved	Addition to Section IV. Prior and Pending Litigation Exclusion Specific Entity	FL 264093rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi ons	FL 264093 (12- 05)	0.00	FL 264093 rev. 09- 06.pdf
Approved	Addition to Section IV. Modified Known Wrongful Act Exclusion	FL 264308rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi ons	FL 264308 (12- 05)	0.00	FL 264308 rev. 09- 06.pdf
Approved	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	FL 264312rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi ons	FL 264312 (12- 05)	0.00	FL 264312 rev. 09- 06.pdf
Approved	Addition to	FL 264313rev. 09-06	Endorseme Replaced	FL 264313 (12-	0.00	FL 264313

	Section IV. Past Acts Exclusion for Specific Entity			nt/Amendm ent/Condi ons	05)		rev. 09- 06.pdf
Approved	Addition to Section III. C. Costs of Defense for Stock Options	ML 263043	rev. 11-06	Endorseme Replaced nt/Amendm ent/Condi ons	ML 263043 (12- 05)	0.00	ML 263043 rev. 11- 06.pdf
Approved	Addition to Section III. C. State Specific Punitive Damages Carve- out	ML 263044	rev. 11-06	Endorseme Replaced nt/Amendm ent/Condi ons	ML 263044 (12- 05)	0.00	ML 263044 rev. 11- 06.pdf
Approved	Addition to Section III. E. Addition of Employee Coverage	ML 263067	04-07	Endorseme New nt/Amendm ent/Condi ons		0.00	ML 263067 04-07.pdf
Approved	Addition to Section IV. F. Insured versus Insured Carve- out	ML 264076	12-06	Endorseme New nt/Amendm ent/Condi ons		0.00	ML 264076 12-06.pdf
Approved	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	ML 264132	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi ons	ML 264132 (12- 05)	0.00	ML 264132 rev. 09- 06.pdf
Approved	Addition to Section IV. Modified Known Wrongful Act Exclusion	ML 264308	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi ons	ML 264308 (12- 05)	0.00	ML 264308 rev. 09- 06.pdf
Approved	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	ML 264312	rev. 09-06	Endorseme Replaced nt/Amendm ent/Condi ons	ML 264312 (12- 05)	0.00	ML 264312 rev. 09- 06.pdf
Approved	Addition to Section IV. Regulatory Action Exclusion	ML 264361	09-06	Endorseme New nt/Amendm ent/Condi ons		0.00	ML 264361 09-06.pdf
Approved	Addition to Section IV.	ML 264362	09-06	Endorseme New nt/Amendm		0.00	ML 264362 09-06.pdf

	Insurance Regulatory Exclusion			ent/Condi tions		
Approved	Modification to Section V. B. Securities Endorsement	ML 265033	03-07	Endorseme New nt/Amendm ent/Condi tions	0.00	ML 265033 03-07.pdf
Approved	Addition to Section IV. F. Whistleblower Carve-out	ML 264075	12-06	Endorseme New nt/Amendm ent/Condi tions	0.00	ML 264075 12-06.pdf

SPECIMEN ENDORSEMENT

Alliance Endorsement
Directors, Officers and Corporate Liability Insurance

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

- 1. Section II. Extended Reporting Period A. of the Common Policy Terms and Conditions Section of this **Policy** is amended by deleting the words "30 days" and the replacing them with "60 days".
- 2. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, after such **Claim** is first made.
- 3. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Insured Persons**" shall include the Scientific Advisory Board members.
- 4. Section IV. Additional Exclusions Q. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. Q.: for any actual or alleged seepage, pollution or contamination of any kind.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

[ML 26300] CT 261103 (04-06)

SPECIMEN ENDORSEMENT**BIO Alliance Endorsement
Directors, Officers and Corporate Liability Insurance**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section II. Extended Reporting Period A. of the Common Policy Terms and Conditions Section of this **Policy** is amended by deleting the words "30 days" and the replacing them with "60 days".
2. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, after such **Claim** is first made.
3. Section VII. Notice of Claim and Multiple Claims of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
VII.: In the event no **Claim** is made against the **Insureds** and reported to the **Insurer** and no notice is submitted to the **Insurer** pursuant to section VII. A. or VII. B. of the Common Policy Terms and Conditions Section of this **Policy**, either during the **Policy Period**, or the Extended Reporting Period (if applicable), or within <<number of days negotiated>> days after the end of the **Policy Period**, or the Extended Reporting Period (if applicable), and upon receipt of a written request to effect a renewal credit, the **Insurer** agrees to credit to the **Named Insured** <<in no event more than 7.5>> percent of the full annual expiring premium toward the cost of the renewal of this **Policy**.
4. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. E.: "**Insured Persons**" shall include the Scientific Advisory Board members.
5. Section IV. Additional Exclusions Q. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
IV. Q.: for any actual or alleged seepage, pollution or contamination of any kind.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT**Socius Insurance Services, Inc. Endorsement**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions C. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - III. C.: **"Damages"** means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest; provided, however, **Damages** shall not include:
 1. taxes, civil or criminal fines, or penalties imposed by law, or
 2. costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person, or
 3. commissions, bonuses, profit sharing or severance payments, or
 4. with respect to section I. Insuring Agreements B. and C. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy**, payment by the **Insured Entity** of allegedly inadequate price or consideration for the purchase of its own securities or the securities of a **Subsidiary**, or
 5. any matter deemed uninsurable under the law pursuant to which this **Policy** shall be construed.
 - Damages** also means, where insurable, liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Such coverage for liquidated, punitive, exemplary or multiplied damages is part of and not in addition to the Limit of Liability, and any payment of such damages shall serve to reduce the Limit of Liability. Only for the purpose of resolving any dispute between the **Insurer** and the **Insured** regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this **Policy**, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:
 1. those damages were awarded or imposed, or
 2. any **Wrongful Act** occurred for which such damages were awarded or imposed, or
 3. the **Insured** resides, is incorporated or has its principal place of business, or
 4. the **Insurer** is incorporated or has its principal place of business.
2. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 - IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or
 - IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or
 - IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;
3. Section IV. Additional Exclusions J. of the Directors, Officers and Corporate Liability Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - IV. J.: based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any past, present or future actual or potential employment relationship; provided, however, this exclusion shall not apply to any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder;
4. Section IV. Additional Exclusions B. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

IV. B.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**Swett & Crawford Advantage Endorsement**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:
 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, or
 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of appeals.In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.
2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:
 1. there is a determination of **No Liability**; or
 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.
If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.
3. Section VI. Defense, Cooperation and Settlements of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
VI.: If both **Loss** covered by this Policy and **Loss** not covered by this Policy are incurred, because of a **Claim** made against an **Insured** contains both covered and uncovered matters the **Named Insured** and the **Insurer** will allocate such amounts as follows:
 1. 100 percent of **Cost of Defense** incurred will be allocated to covered matters; and
 2. **Damages** will be allocated on the basis of the relative legal exposures of the parties to covered and uncovered matters.
4. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 90 days after the **Policy** expiration date.
5. Section III. Additional Definitions A. "**Claim**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. A.: "**Claim**" also means a civil, criminal, administrative or regulatory investigation of an individual **Insured Person** but only after such individual **Insured Person** is identified in writing by the investigating authority as a person against whom a proceeding described above may be commenced. The applicable Deductible shall be \$<<to be determined>>.
6. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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- IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or
- IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;
7. Section III. Additional Definitions A. "**Claim(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
- III. A.: **Claim(s)** also means a written request made by a claimant to the **Named Insured** to toll or waive the statute of limitations for any actual or alleged **Wrongful Act**.
8. Section III. Additional Definitions J. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
- III. J.: "**Wrongful Acts**" also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.
9. Section IV. Additional Exclusions B. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
- IV. B.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;
10. Section IV. Additional Exclusions I. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
- IV. I.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, the **Insurer** will pay **Costs of Defense** up to, but in no event greater than \$100,000, for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

Swett & Crawford Advantage Endorsement Directors, Officers and Corporate Liability Insurance

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:
 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, or
 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of appeals.
 In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.
2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:
 1. there is a determination of **No Liability**; or
 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.
 If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.
 If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.
3. Section VI. Defense, Cooperation and Settlements of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 VI.: If both **Loss** covered by this **Policy** and **Loss** not covered by this **Policy** are incurred, because of a **Claim** made against an **Insured** contains both covered and uncovered matters the **Named Insured** and the **Insurer** will allocate such amounts as follows:
 1. 100 percent of **Cost of Defense** incurred will be allocated to covered matters; and
 2. **Damages** will be allocated on the basis of the relative legal exposures of the parties to covered and uncovered matters.
4. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 90 days after the **Policy** expiration date.
5. Section III. Additional Definitions A. "**Claim**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 III. A.: "**Claim**" also means a civil, criminal, administrative or regulatory investigation of an individual **Insured Person** but only after such individual **Insured Person** is identified in writing by the investigating authority as a person against whom a proceeding described above may be commenced. The applicable Deductible shall be \$~~<<to be determined>>~~.
6. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
 IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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- IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or
- IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**William Gallagher Associates Endorsement
Enhancements A**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:
 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, or
 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of appeals.In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.
2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:
 1. there is a determination of **No Liability**; or
 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.
If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.
3. Section VI. Defense, Cooperation and Settlements D. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
VI. D.: The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured**:
 1. shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall be the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 80 percent of such **Loss** excess of the amount for which the **Claim** could have been settled. It is a condition of this insurance that the remaining 20 percent of such **Loss** shall be borne by the **Insureds** at their own risk, or
 2. consents to such settlement recommended by the **Insurer**, then the **Insured's** applicable Deductible amount stated in Item 5. of the Declarations shall be reduced by 10 percent for such **Claim**.Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this **Policy**.
4. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 90 days after the **Policy** expiration date.
5. Section VIII. General Conditions B. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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VIII. B.: The **Proposal** is the basis of this **Policy** and is incorporated in and constitutes a part of this **Policy**. A copy of the Proposal Form(s) is attached hereto. Any material submitted with the Proposal Form(s) shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations and that this **Policy** is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**.

If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons.

Notwithstanding the foregoing, this **Policy** shall not be void as to any person or persons who did not know as of the **Policy** inception date that such declarations and statements contained in the Proposal Form were untrue, inaccurate or incomplete.

6. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured Person** and the **Domestic Partner**, or property transferred from the individual **Insured Person** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.

Solely for purposes of the coverage provided by this item 6., section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

7. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Insured Persons**" also means any **Employee** of the **Insured Entity**.

Solely for purposes of the coverage provided by this item 7., section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Employee**" means an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals. Independent contractors are not **Employees**. An individual's employment status shall be determined as of the date of the **Wrongful Act**.

Solely for purposes of the coverage provided by this item 7., section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F.: any **Claim** by any **Employee** of the **Insured Entity**;

8. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or

IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or

IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;

9. Section III. Additional Definitions F. "**Insured(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. F.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured**, including a **Claim** that seeks

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damages recoverable from property jointly held by the individual **Insured** and the **Domestic Partner**, or property transferred from the individual **Insured** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured**.

Solely for purposes of the coverage provided by this item 9., section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Domestic Partner"** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

10. Section III. Additional Definitions J. **"Wrongful Act(s)"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. J.: **"Wrongful Acts"** also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.

11. Section IV. Additional Exclusions I. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. I.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, the **Insurer** will pay **Costs of Defense** up to, but in no event greater than \$100,000, for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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SPECIMEN ENDORSEMENT**William Gallagher Associates Endorsement
Directors, Officers and Corporate Liability Insurance Enhancements B**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:

1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, or
2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of appeals.

In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.

2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:

1. there is a determination of **No Liability**; or
2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.

If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.

If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

3. Section VI. Defense, Cooperation and Settlements D. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VI. D.: The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured**:

1. shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall be the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 80 percent of such **Loss** excess of the amount for which the **Claim** could have been settled. It is a condition of this insurance that the remaining 20 percent of such **Loss** shall be borne by the **Insureds** at their own risk, or
2. consents to such settlement recommended by the **Insurer**, then the **Insured's** applicable Deductible amount stated in Item 5. of the Declarations shall be reduced by 10 percent for such **Claim**.

Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this **Policy**.

4. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 90 days after the **Policy** expiration date.

5. Section VIII. General Conditions B. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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VIII. B.: The **Proposal** is the basis of this **Policy** and is incorporated in and constitutes a part of this **Policy**. A copy of the Proposal Form(s) is attached hereto. Any material submitted with the Proposal Form(s) shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations and that this **Policy** is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**.

If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons.

Notwithstanding the foregoing, this **Policy** shall not be void as to any person or persons who did not know as of the **Policy** inception date that such declarations and statements contained in the Proposal Form were untrue, inaccurate or incomplete.

6. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured Person** and the **Domestic Partner**, or property transferred from the individual **Insured Person** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.

Solely for purposes of the coverage provided by this item 6., section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

7. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Insured Persons**" also means any **Employee** of the **Insured Entity**.

Solely for purposes of the coverage provided by this item 7., section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Employee**" means an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals. Independent contractors are not **Employees**. An individual's employment status shall be determined as of the date of the **Wrongful Act**.

Solely for purposes of the coverage provided by this item 7., section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F.: any **Claim** by any **Employee** of the **Insured Entity**;

8. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or

IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or

IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT**William Gallagher Associates Endorsement
Enhancements C**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:
 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, or
 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of appeals.In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.
2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:
 1. there is a determination of **No Liability**; or
 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.
If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.
3. Section VI. Defense, Cooperation and Settlements D. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 - VI. D.: The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured**:
 1. shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall be the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 80 percent of such **Loss** excess of the amount for which the **Claim** could have been settled. It is a condition of this insurance that the remaining 20 percent of such **Loss** shall be borne by the **Insureds** at their own risk, or
 2. consents to such settlement recommended by the **Insurer**, then the **Insured's** applicable Deductible amount stated in Item 5. of the Declarations shall be reduced by 10 percent for such **Claim**.Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this **Policy**.
4. Section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 - VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 90 days after the **Policy** expiration date.
5. Section III. Additional Definitions E. **"Insured Person(s)"** of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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III. E.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured Person** and the **Domestic Partner**, or property transferred from the individual **Insured Person** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.

Solely for purposes of the coverage provided by this item 6., section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Domestic Partner"** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

6. Section III. Additional Definitions E. **"Insured Person(s)"** of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: **"Insured Persons"** also means any **Employee** of the **Insured Entity**.

Solely for purposes of the coverage provided by this item 7., section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Employee"** means an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals. Independent contractors are not **Employees**. An individual's employment status shall be determined as of the date of the **Wrongful Act**.

Solely for purposes of the coverage provided by this item 7., section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F.: any **Claim** by any **Employee** of the **Insured Entity**;

7. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or

IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or

IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;

8. Section III. Additional Definitions F. **"Insured(s)"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. F.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured** and the **Domestic Partner**, or property transferred from the individual **Insured** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured**.

Solely for purposes of the coverage provided by this item 9., section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Domestic Partner"** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

9. Section III. Additional Definitions J. **"Wrongful Act(s)"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. J.: **"Wrongful Acts"** also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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- an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.
10. Section IV. Additional Exclusions I. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
- IV. I.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, the **Insurer** will pay **Costs of Defense** up to, but in no event greater than \$100,000, for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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[ML 26300] CT 261114 (03-07)

SPECIMEN ENDORSEMENT**William Gallagher Associates Endorsement
Enhancements D**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:
 1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, or
 2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of appeals.In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.
2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:
 1. there is a determination of **No Liability**; or
 2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.
If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.
3. Section VI. Defense, Cooperation and Settlements D. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 - VI. D.: The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured**:
 1. shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall be the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 80 percent of such **Loss** excess of the amount for which the **Claim** could have been settled. It is a condition of this insurance that the remaining 20 percent of such **Loss** shall be borne by the **Insureds** at their own risk, or
 2. consents to such settlement recommended by the **Insurer**, then the **Insured's** applicable Deductible amount stated in Item 5. of the Declarations shall be reduced by 10 percent for such **Claim**.Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this **Policy**.
4. Section VIII. General Conditions B. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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VIII. B.: The **Proposal** is the basis of this **Policy** and is incorporated in and constitutes a part of this **Policy**. A copy of the Proposal Form(s) is attached hereto. Any material submitted with the Proposal Form(s) shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations and that this **Policy** is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**.

If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons.

Notwithstanding the foregoing, this **Policy** shall not be void as to any person or persons who did not know as of the **Policy** inception date that such declarations and statements contained in the Proposal Form were untrue, inaccurate or incomplete.

5. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured Person** and the **Domestic Partner**, or property transferred from the individual **Insured Person** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.

Solely for purposes of the coverage provided by this item 6., section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

6. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Insured Persons**" also means any **Employee** of the **Insured Entity**.

Solely for purposes of the coverage provided by this item 7., section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Employee**" means an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals. Independent contractors are not **Employees**. An individual's employment status shall be determined as of the date of the **Wrongful Act**.

Solely for purposes of the coverage provided by this item 7., section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F.: any **Claim** by any **Employee** of the **Insured Entity**;

7. Section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or

IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or

IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;

8. Section III. Additional Definitions F. "**Insured(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. F.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured**, including a **Claim** that seeks

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damages recoverable from property jointly held by the individual **Insured** and the **Domestic Partner**, or property transferred from the individual **Insured** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured**.

Solely for purposes of the coverage provided by this item 9., section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Domestic Partner"** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

9. Section IV. Additional Exclusions I. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. I.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any federal, state, local or foreign wage and hour laws, including, without limitation, the Fair Labor Standards Act; provided, however, the **Insurer** will pay **Costs of Defense** up to, but in no event greater than \$100,000, for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations. This exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law or amounts owed under the Equal Pay Act of 1963.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number
Effective Date of This Endorsement	Authorized Representative	
Policy Inception		

SPECIMEN ENDORSEMENT**National Glass Association
Enhancements A**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions J. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. J.: "**Wrongful Act(s)**" also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.
2. Section VI. Defense, Cooperation and Settlements of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
VI. D.: The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured**:
 1. shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any civil, criminal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall be the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 80 percent of such **Loss** excess of the amount for which the **Claim** could have been settled. It is a condition of this insurance that the remaining 20 percent of such **Loss** shall be borne by the **Insureds** at their own risk, or
 2. consents to such settlement recommended by the **Insurer**, then the **Insured's** applicable Deductible amount stated in Item 5. of the Declarations shall be reduced by 10 percent for such **Claim**.Such amounts are subject to the provisions of section V. of the Common Policy Terms and Conditions Section of this **Policy**.
3. Section VII. Notice of Claim and Multiple Claims of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
VII.: In the event no **Claim** is made against the **Insureds** and reported to the **Insurer** and no notice is submitted to the **Insurer** pursuant to section VII. A. or VII. B. of the Common Policy Terms and Conditions Section of this **Policy**, either during the **Policy Period**, or the Extended Reporting Period (if applicable), or within 90 days after the end of the **Policy Period**, or the Extended Reporting Period (if applicable), and upon receipt of a written request to effect a renewal credit, the **Insurer** agrees to credit to the **Named Insured** 7.5 percent of the full annual expiring premium toward the cost of the renewal of this **Policy**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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SPECIMEN ENDORSEMENT**Medical Professionals and Health Facilities
Enhancements A**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. E.: "**Insured Person(s)**" also means any peer review committee members.
2. Section III. Additional Definitions K. "**Wrongful Act(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. K.: "**Wrongful Act(s)**" also means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, or act by the **Insured Persons** of any **Insured Entity** in violation of Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), amendments to such law or regulations promulgated under such law concerning privacy of health information.
3. Section IV. Additional Exclusions M. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
IV. M.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the performance of any professional services for others, and caused by any act, error or omission; provided, however, this exclusion does not apply to any **Claim** against an **Insured** to the extent that such **Claim** is for a **Wrongful Act** by such **Insured**:
 - a. in connection with the management or supervision of any division, **Subsidiary** or group of the **Insured Entity** offering any of the aforementioned services, or
 - b. for accreditation, certification, credentialing, professional assessment, peer review, sponsoring or standard setting activities conducted by or on behalf of the **Insured Entity**;
4. Section III. Additional Definitions J. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. J.: "**Wrongful Act(s)**" also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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SPECIMEN ENDORSEMENT**Medical Professionals and Health Facilities
Enhancements B**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. E.: "**Insured Person(s)**" also means any peer review committee members.
2. Section III. Additional Definitions K. "**Wrongful Act(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. K.: "**Wrongful Act(s)**" also means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, or act by the **Insured Persons** of any **Insured Entity** in violation of Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), amendments to such law or regulations promulgated under such law concerning privacy of health information.
3. Solely for the purposes of the coverage provided by this endorsement, section IV. Additional Exclusions M. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
IV. M.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the performance of any professional services for others, and caused by any act, error or omission; provided, however, this exclusion does not apply to any **Claim** against an **Insured** to the extent that such **Claim** is for a **Wrongful Act** by such **Insured**:
 - a. in connection with the management or supervision of any division, **Subsidiary** or group of the **Insured Entity** offering any of the aforementioned services, or
 - b. for accreditation, certification, credentialing, professional assessment, peer review, sponsoring or standard setting activities conducted by or on behalf of the **Insured Entity**;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

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SPECIMEN ENDORSEMENT**Medical Professionals and Health Facilities
Enhancements C**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. E.: "**Insured Person(s)**" also means any peer review committee members.
2. Section III. Additional Definitions K. "**Wrongful Act(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. K.: "**Wrongful Act(s)**" also means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, or act by the **Insured Persons** of any **Insured Entity** in violation of Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), amendments to such law or regulations promulgated under such law concerning privacy of health information.
Solely for the purposes of coverage provided by this paragraph 2., section III. Additional Definitions C. "**Damages**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** shall include any civil fines or penalties imposed by law.
3. Solely for the purposes of the coverage provided by this endorsement, section IV. Additional Exclusions M. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
IV. M.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the performance of any professional services for others, and caused by any act, error or omission; provided, however, this exclusion does not apply to any **Claim** against an **Insured** to the extent that such **Claim** is for a **Wrongful Act** by such **Insured**:
 - a. in connection with the management or supervision of any division, **Subsidiary** or group of the **Insured Entity** offering any of the aforementioned services, or
 - b. for accreditation, certification, credentialing, professional assessment, peer review, sponsoring or standard setting activities conducted by or on behalf of the **Insured Entity**;
4. Section III. Additional Definitions J. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. J.: "**Wrongful Act(s)**" also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT**Medical Professionals and Health Facilities
Enhancements D**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. E.: "**Insured Person(s)**" also means any peer review committee members.
2. Section III. Additional Definitions K. "**Wrongful Act(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. K.: "**Wrongful Act(s)**" also means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, or act by the **Insured Persons** of any **Insured Entity** in violation of Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), amendments to such law or regulations promulgated under such law concerning privacy of health information.

Solely for the purposes of coverage provided by this paragraph 2., section III. Additional Definitions C. "**Damages**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** shall include any civil fines or penalties imposed by law.

Subject to the foregoing, the amount of \$<<insert Limit of Liability>> shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** under the Coverage provided by this paragraph 2., which amount shall be part of and not in addition to the amount set forth in the Item 3. of the Declarations.
3. Solely for the purposes of the coverage provided by this endorsement, section IV. Additional Exclusions M. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
IV. M.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the performance of any professional services for others, and caused by any act, error or omission; provided, however, this exclusion does not apply to any **Claim** against an **Insured** to the extent that such **Claim** is for a **Wrongful Act** by such **Insured**:
 - a. in connection with the management or supervision of any division, **Subsidiary** or group of the **Insured Entity** offering any of the aforementioned services, or
 - b. for accreditation, certification, credentialing, professional assessment, peer review, sponsoring or standard setting activities conducted by or on behalf of the **Insured Entity**;
4. Section III. Additional Definitions J. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. J.: "**Wrongful Act(s)**" also means any actual or alleged discrimination, sexual harassment or violation of any natural person's civil rights relating to such discrimination or sexual harassment, but only if such **Wrongful Act** is alleged to have been committed by an **Insured** and relates to a customer(s), client(s) or other natural person(s), other than an **Employee** or applicant for employment, with the **Insured Entity**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

**Addition to Section III. B.
Addition of Insured Entity
with Prior and Pending Litigation Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions B. "**Insured Entity**" of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III. B.: It is further understood and agreed that **Insured Entity** shall also include any entity listed below, but only with respect to the **Insured Entity's** respective Effective Date:

Insured EntityEffective Date

<<list additional Insured Entity here>>

<<Corresponding Effective or Acquisition date>>

<<list additional Insured Entity here>>

<<Corresponding Effective or Acquisition date>>

<<list additional Insured Entity here>>

<<Corresponding Effective or Acquisition date>>

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of the Effective Date indicated above, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to the **Subsidiary** listed above or any of its directors, officers or employees.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

Addition to Section III. B.
Addition of Insured Entity
with Past Acts Exclusion

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section III. Definitions B. "Insured Entity" of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:

III. B.: It is further understood and agreed that Insured Entity shall also include any entity listed below, but only with respect to the Insured Entity's respective Effective Date:

Table with 2 columns: Insured Entity, Effective Date. Rows contain placeholder text for listing insured entities and their effective dates.

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:

- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any Wrongful Act which occurred on or before the Effective Date indicated above, or
2. any Wrongful Act occurring on or subsequent to the acquisition date which, together with a Wrongful Act occurring prior to such date, would constitute a Related Wrongful Act.

SPECIMEN ENDORSEMENT

**Addition to Section III. B.
Addition of Insured Entity
with Prior and Pending Litigation and Past Acts Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions B. "**Insured Entity**" of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III. B.: It is further understood and agreed that **Insured Entity** shall also include any entity listed below, but only with respect to the **Insured Entity's** respective Effective Date:

Insured Entity	<u>Effective Date</u>
<<list additional Insured Entity here>>	<<Corresponding Effective or Acquisition date>>
<<list additional Insured Entity here>>	<<Corresponding Effective or Acquisition date>>
<<list additional Insured Entity here>>	<<Corresponding Effective or Acquisition date>>

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of the Effective Date indicated above, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to the **Subsidiary** listed above or any of its directors, officers or employees.

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before the Effective Date indicated above, or
2. any **Wrongful Act** occurring on or subsequent to the acquisition date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

Addition to Section III. H.
Addition of Subsidiary
with Prior and Pending Litigation Exclusion

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section III. Definitions H. "Subsidiary" of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:

III. H.: It is further understood and agreed that Subsidiary shall also include any entity listed below, but only with respect to the Subsidiary's respective Effective Date:

Table with 2 columns: Subsidiary, Effective Date. Rows contain placeholder text for listing subsidiaries and their effective dates.

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any prior or pending litigation, administrative or arbitration proceeding as of the Effective Date indicated above, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,
regardless of the legal theory upon which such Claim is predicated, with respect to the Subsidiary listed above or any of its directors, officers or employees.

SPECIMEN ENDORSEMENT**Addition to Section III. H.
Addition of Subsidiary
with Past Acts Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions H. "**Subsidiary**" of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III. H.: It is further understood and agreed that **Subsidiary** shall also include any entity listed below, but only with respect to the **Subsidiary's** respective Effective Date:

SubsidiaryEffective Date

<<list additional Subsidiaries here>>

<<Corresponding Effective or Acquisition date>>

<<list additional Subsidiaries here>>

<<Corresponding Effective or Acquisition date>>

<<list additional Subsidiaries here>>

<<Corresponding Effective or Acquisition date>>

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before the Effective Date indicated above, or
2. any **Wrongful Act** occurring on or subsequent to the acquisition date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

**Addition to Section III. H.
Addition of Subsidiary
with Prior and Pending Litigation and Past Acts Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Definitions H. "**Subsidiary**" of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III. H.: It is further understood and agreed that **Subsidiary** shall also include any entity listed below, but only with respect to the **Subsidiary's** respective Effective Date:

SubsidiaryEffective Date

<<list additional Subsidiaries here>>

<<Corresponding Effective or Acquisition date>>

<<list additional Subsidiaries here>>

<<Corresponding Effective or Acquisition date>>

<<list additional Subsidiaries here>>

<<Corresponding Effective or Acquisition date>>

2. Solely with respect to the coverage provided by this endorsement, section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of the Effective Date indicated above, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to the **Subsidiary** listed above or any of its directors, officers or employees.

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before the Effective Date indicated above, or
2. any **Wrongful Act** occurring on or subsequent to the acquisition date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

Addition to Section IV.
Specific Question Exclusion

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any fact, circumstance, situation, transaction or event set forth in the **Insured's** response to Question(s) no. <<insert question number(s) here>> set forth in the <<insert MLM Carrier name here>> Insurance Company Proposal Form <<insert Proposal Form number, including edition date, here>> signed and dated <<insert date here>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Addition to Section IV.
Modified Known Wrongful Act Exclusion

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** which occurred on or before <<to be determined>> if any of the **Insureds**, as of such date, knew or reasonably could have foreseen that such **Wrongful Act** could lead to a **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

[ML 26300]

CT 264308 (rev. 09-06)

SPECIMEN ENDORSEMENT

Addition to Section IV.
Past Acts Exclusion Excess Limit of Liability

In consideration of the premium paid for this Policy, it is understood and agreed that section IV. Exclusions of the Common Policy Terms and Conditions Section of this Policy is amended by the addition of the following:

- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
- 1. any **Wrongful Act** which occurred on or before <<to be determined>>, or
 - 2. any **Wrongful Act** occurring on or subsequent to <<to be determined>> which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**,
- with respect to the Combined Aggregate Limit of Liability for all Coverage Sections \$<<insert affected limit of liability>> excess of \$<<insert unaffected limit of liability>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

[ML 26300] CT 264312 (rev. 09-06)

SPECIMEN ENDORSEMENT

Addition to Section VI.
Relative Legal Exposures

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VI. Defense, Cooperation and Settlements of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

- VI.: If both **Loss** covered by this Policy and **Loss** not covered by this Policy are incurred, because of a **Claim** made against an **Insured** contains both covered and uncovered matters the **Named Insured** and the **Insurer** will allocate such amounts as follows:
1. 100 percent of **Cost of Defense** incurred will be allocated to covered matters; and
 2. **Damages** will be allocated on the basis of the relative legal exposures of the parties to covered and uncovered matters.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

Modification to Section VII. A.
Extended Notice of Claim to Specific Positions

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VII. A.: As a condition precedent to their rights under this **Policy**, an **Insured** shall give the **Insurer** written notice of any **Claim** as soon as practicable after the **Insured Entity's** <<insert position titles negotiated for notice requirement>> becomes aware of the **Claim**, but in no event later than <<insert days negotiated>> days after the **Policy** expiration date.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

[ML 26300]

CT 267023 (04-07)

SPECIMEN ENDORSEMENT**Modification to Section VIII. B.
Full Severability**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VIII. General Conditions B. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VIII. B.: The **Proposal** is the basis of this **Policy** and is incorporated in and constitutes a part of this **Policy**. A copy of the Proposal Form(s) is attached hereto. Any material submitted with the Proposal Form(s) shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations and that this **Policy** is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**.

If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Addition to Section VIII. B.
Fully Non-Rescindable Endorsement

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VIII. General Conditions B. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

VIII.: Notwithstanding the foregoing, this **Policy** shall not be void as to any person or persons who did not know as of the **Policy** inception date that such declarations and statements contained in the Proposal Form were untrue, inaccurate or incomplete.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

[ML 26300] CT 268034 (12-06)

SPECIMEN ENDORSEMENT**Addition to Section II.
Automatic Extended Reporting Period
for Employment Practices Liability**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section II. Extended Reporting Period of the Employment Practices Liability Coverage Section of this **Policy** is amended by the addition of the following:

II.: In addition to section II. Extended Reporting Period of the Common Policy Terms and Conditions Section of this **Policy**, the following shall apply:

If the **Named Insured** cancels or refuses to renew this **Coverage Section**, then without any additional premium being required, there shall be an automatic extension of the coverage granted by this **Coverage Section** with respect to any **Claim** first made and reported during the period of <<insert number of months negotiated>> months after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** of any duly elected or appointed director or officer that was an **Insured**, but who did not serve as a duly elected or appointed director or officer at the time of the cancellation or non-renewal, fully occurring prior to the end of the **Policy Period** and otherwise covered by this **Coverage Section** and only if there is no other policy or policies that would otherwise provide insurance for such **Wrongful Act**. This <<insert number of months negotiated>> month period shall be referred to as the Automatic Extended Reporting Period for former directors and officers.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

Addition to Section III. A.
Expanded Definition of Claim

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Additional Definitions A. "**Claim(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. A.: **Claim(s)** also means a written request made by a claimant to the **Named Insured** to toll or waive the statute of limitations for any actual or alleged **Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**Addition to Section III. A.
Illegal Alien Investigative Proceeding Coverage with Sub-Limit**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions A. "**Claim(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III. A.: **Claim(s)** also means a criminal investigation of the **Insured Entity** by any governmental agency for allegedly hiring or harboring illegal aliens.
2. Section V. Limits of Liability and Deductibles A. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
V. A.: The amount of \$~~<<in no event more than \$25,000>>~~ shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss**, solely with respect to the coverage provided by this endorsement, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Modification to Section III. C.
Costs of Defense for Stock Options

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Additional Definitions C. "**Damages**" 6. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

III. C.: any actual or potential ownership interest in the **Insured Entity** or the value of any such ownership interest, including, but not limited to, stock and/or stock options; provided, however, the **Insurer** will provide a defense for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages** so long as such **Claims** are for **Wrongful Acts** and are not otherwise excluded by this **Policy**;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Modification to Section III. D.
Leased Individuals and Independent Contractor Carve-out

In consideration of the premium paid for this Policy, it is understood and agreed that section III. Additional Definitions D. "Employee" of the Employment Practices Liability Insurance Coverage Section of this Policy is deleted in its entirety and replaced with the following:

- III. D.: "Employee" means:
- 1. an individual whose labor or service is engaged by and directed by an Insured Entity, including part-time, seasonal and temporary individuals, or
 - 2. an individual who is a volunteer, intern, committee or staff member for the Insured Entity, but only if the Insured Entity provides indemnification to such individual in the same manner as that provided to the Insured Entity's employees.

Independent contractors and leased individuals are not Employees. An individual's employment status shall be determined as of the date of the Wrongful Act.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Modification to Section III. D.
Employee Extension for Managed Entities of Insured Entity

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Additional Definitions D. "**Employee**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

- III. D.: "**Employee**" means:
- 1. an individual whose labor or service is engaged by and directed by an **Insured Entity**, or an entity managed by an **Insured Entity**, including part-time, seasonal and temporary individuals, or
 - 2. an individual who is a volunteer, intern, or independent contractor for the **Insured Entity**, or an entity managed by an **Insured Entity**, but only if the **Insured Entity**, or an entity managed by an **Insured Entity**, provides indemnification to such individual in the same manner as that provided to the **Insured Entity's** employees.

An individual's employment status shall be determined as of the date of the **Wrongful Act**.

In all events, coverage afforded by this definition with respect to a **Claim** made against an entity managed by an **Insured Entity** shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such an entity managed by an **Insured Entity** became an entity managed by an **Insured Entity** and prior to the time that such an entity managed by an **Insured Entity** ceased to be an entity managed by an **Insured Entity**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Modification to Section IV. B.
ERISA Exclusion with Retaliatory Carve-out

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions B. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

IV. B.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged violation of the Employee Retirement Income Security Act of 1974, including amendments thereto; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**Addition to Section IV.
Prior and Pending Litigation Exclusion Excess Limit of Liability**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of <<to be determined>>, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to the Employment Practices Liability Insurance Coverage Section \$<<insert affected limit of liability>> excess of \$<<insert unaffected limit of liability>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**Addition to Section IV.
Prior and Pending Litigation Exclusion Specific Entity**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of <<to be determined>>, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to <<specific entity>> or any of its directors, officers or employees.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Addition to Section IV.
Modified Known Wrongful Act Exclusion

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** which occurred on or before <<to be determined>> if any of the **Insureds**, as of such date, knew or reasonably could have foreseen that such **Wrongful Act** could lead to a **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**Addition to Section IV.
Past Acts Exclusion Excess Limit of Liability**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before <<to be determined>>, or
2. any **Wrongful Act** occurring on or subsequent to <<to be determined>>, which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**,

with respect to the Separate Aggregate Limit of Liability for the Employment Practices Liability Insurance Coverage Section \$<<insert affected limit of liability>> excess of \$<<insert unaffected limit of liability>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Addition to Section III. D.
State Specific Punitive Damages Carve-out

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Additional Definitions D. "**Damages**" of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. D.: Notwithstanding the above, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied will not be covered if such damages are awarded pursuant to the statutory or common laws of the State of <<to be determined>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

[ML 26300]

FL 263054 (rev. 11-06)

SPECIMEN ENDORSEMENT

**Addition to Section III. E.
Addition of Employee Benefit Plan(s)
with Prior and Pending Litigation Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions E. "**Employee Benefit Plan(s)**" of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Employee Benefit Plan(s)**" shall also include any plan listed below, but only with respect to the **Employee Benefit Plan's** respective Effective Date:

<u>Employee Benefit Plan(s)</u>	<u>Effective Date</u>
---------------------------------	-----------------------

<<list additional Plan here>>	<<Corresponding Effective Date>>
<<list additional Plan here>>	<<Corresponding Effective Date>>
<<list additional Plan here>>	<<Corresponding Effective Date>>

2. Solely with respect to the coverage provided by this endorsement, section IV. Additional Exclusions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of the Effective Date indicated above, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to the **Employee Benefit Plan(s)** listed above.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT**Addition to Section III. E.
Addition of Employee Benefit Plan(s)
with Past Acts Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions E. "**Employee Benefit Plan(s)**" of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Employee Benefit Plan(s)**" shall also include any plan listed below, but only with respect to the **Employee Benefit Plan's** respective Effective Date:

Employee Benefit Plan(s)**Effective Date**

<<list additional Plan here>>

<< Corresponding effective date >>

<<list additional Plan here>>

<< Corresponding effective date >>

<<list additional Plan here>>

<< Corresponding effective date >>

2. Solely with respect to the coverage provided by this endorsement, section IV. Additional Exclusions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before the Effective Date indicated above, or
2. any **Wrongful Act** occurring on or subsequent to the effective date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

**Addition to Section III. E.
Addition of Employee Stock Ownership Plan
with Prior and Pending Litigation Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions E. "**Employee Benefit Plan(s)**" of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Employee Benefit Plan(s)**" shall also include any plan listed below, but only with respect to the **Employee Benefit Plan's** respective Effective Date:

Employee Benefit Plan(s)

Effective Date

<<list ESOP here>>

<<Corresponding Effective Date>>

2. Section III. Additional Definitions E. "**Employee Benefit Plan(s)**" of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the deletion of the last sentence in the definition and replaced with the following:

Employee Benefit Plan shall not include a Multi Employer Plan, or a Multiple Employer Plan.

3. Solely with respect to the coverage provided by this endorsement, section IV. Additional Exclusions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of the Effective Date indicated above, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to the **Employee Benefit Plan(s)** listed above.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT**Addition to Section III. E.
Addition of Employee Stock Ownership Plan
with Past Acts Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section III. Additional Definitions E. "**Employee Benefit Plan(s)**" of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Employee Benefit Plan(s)**" shall also include any plan listed below, but only with respect to the **Employee Benefit Plan's** respective Effective Date:

Employee Benefit Plan(s)

Effective Date

<<list ESOP here>>

<< Corresponding effective date >>

2. Section III. Additional Definitions E. "**Employee Benefit Plan(s)**" of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the deletion of the last sentence in the definition and replaced with the following:

Employee Benefit Plan shall not include a Multi Employer Plan, or a Multiple Employer Plan.

3. Solely with respect to the coverage provided by this endorsement, section IV. Additional Exclusions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before the Effective Date indicated above, or
2. any **Wrongful Act** occurring on or subsequent to the effective date which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT**Addition to Section IV.
Prior and Pending Litigation Exclusion Excess Limit of Liability**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of <<to be determined>>, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to the Fiduciary Liability Insurance Coverage Section \$<<insert affected limit of liability>> excess of \$<<insert unaffected limit of liability>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**Addition to Section IV.
Prior and Pending Litigation Exclusion Specific Entity**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of <<to be determined>>, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to <<specific entity>> or any of its directors, officers or employees.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

Addition to Section IV.
Modified Known Wrongful Act Exclusion

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** which occurred on or before <<to be determined>> if any of the **Insureds**, as of such date, knew or reasonably could have foreseen that such **Wrongful Act** could lead to a **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**Addition to Section IV.
Past Acts Exclusion Excess Limit of Liability**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before <<to be determined>>, or
2. any **Wrongful Act** occurring on or subsequent to <<to be determined>>, which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**,

with respect to the Separate Aggregate Limit of Liability for the Fiduciary Liability Insurance Coverage Section \$<<insert affected limit of liability>> excess of \$<<insert unaffected limit of liability>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**Addition to Section IV.
Past Acts Exclusion for Specific Entity**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Fiduciary Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before <<to be determined>>, or
2. any **Wrongful Act** occurring on or subsequent to <<to be determined>> which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**,

with respect to <<specific entity>> or any of its directors, officers or employees..

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Addition to Section III. C.
Costs of Defense for Stock Options

In consideration of the premium paid for this Policy, it is understood and agreed that section III. Additional Definitions C. "Damages" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this Policy is amended by the addition of the following:

III. C.: **Damages** shall not include any actual or potential ownership interest in the **Insured Entity** or the value of any such ownership interest, arising out of any actual or potential employment relationship including but not limited to, stock and/or stock options; provided, however, the **Insurer** will provide a defense for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages** so long as such **Claims** are for **Wrongful Acts** and are not otherwise excluded by this **Policy**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

Addition to Section III. C.
State Specific Punitive Damages Carve-out

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Additional Definitions C. "**Damages**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. C.: Notwithstanding the above, liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied will not be covered if such damages are awarded pursuant to the statutory or common laws of the State of <<to be determined>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

[ML 26300]

ML 263044 (rev. 11-06)

SPECIMEN ENDORSEMENT**Addition to Section III. E.
Addition of Employee Coverage**

In consideration of the premium paid for this **Policy**, it is understood and agreed that solely for purposes of the coverage provided by this endorsement:

1. Section III. Additional Definitions E. "**Insured Person(s)**" of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. E.: "**Insured Persons(s)**" also means any **Employee** of the **Insured Entity**.
2. Solely for the purposes of the coverage provided by this endorsement, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Employee**" means an individual whose labor or service is engaged by and directed by an **Insured Entity**, including part-time, leased, seasonal and temporary individuals. **Employees** shall not include any past, present or future duly elected or appointed directors, officers, members of the Board of Managers, or members of the Management Committee of the **Insured Entity**. In the event that the **Insured Entity** operates outside the United States, then the term **Insured Persons** also means those titles, positions or capacities in such foreign **Insured Entity** which is equivalent to the positions listed above in an entity incorporated within the United States. Independent contractors are not **Employees**. An individual's employment status shall be determined as of the date of the **Wrongful Act**.
3. Solely for the purposes of the coverage provided by this endorsement, section III. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following.

IV. F.: any **Claim** by any **Employee** of the **Insured Entity**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Addition to Section IV. F.
Insured versus Insured Carve-out

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F. 4.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder, or

IV. F. 5.: any **Claim**, in any bankruptcy proceeding by or against the **Insured Entity** thereof, brought by the Examiner or Trustee of the **Insured Entity**, if any, or any assignee of such Examiner or Trustee, or

IV. F. 6.: any **Claim** by any of the **Insured Persons** of the **Insured Entity** who has not served in that capacity for at least 4 years prior to such **Claim** being first made;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

[ML 26300] ML 264076 (12-06)

SPECIMEN ENDORSEMENT**Addition to Section IV.
Prior and Pending Litigation Exclusion Excess Limit of Liability**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any prior or pending litigation, administrative or arbitration proceeding as of <<to be determined>>, or
2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,

regardless of the legal theory upon which such **Claim** is predicated, with respect to the Separate Aggregate Limit of Liability for the Directors, Officers and Corporate Liability Insurance Coverage Section \$<<insert affected limit of liability>> excess of \$<<insert unaffected limit of liability>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Addition to Section IV.
Modified Known Wrongful Act Exclusion

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** which occurred on or before <<to be determined>> if any of the **Insureds**, as of such date, knew or reasonably could have foreseen that such **Wrongful Act** could lead to a **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**Addition to Section IV.
Past Acts Exclusion Excess Limit of Liability**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

1. any **Wrongful Act** which occurred on or before <<to be determined>>, or
2. any **Wrongful Act** occurring on or subsequent to <<to be determined>>, which, together with a **Wrongful Act** occurring prior to such date, would constitute a **Related Wrongful Act**,

with respect to the Separate Aggregate Limit of Liability for the Directors, Officers and Corporate Liability Insurance Coverage Section \$<<insert affected limit of liability>> excess of \$<<insert unaffected limit of liability>>.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT**Addition to Section IV.
Regulatory Action Exclusion**

In consideration of the premium paid for this **Policy**, it is understood and agreed that:

1. Section IV. Additional Exclusions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Regulatory Action Wrongful Act**.
2. Solely for the purposes of this endorsement only, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
III.: "**Regulatory Action Wrongful Act**" means:
 1. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by any **Insured** with respect to Medicare, Medicaid or any similar federal, state or local program; or
 2. any offer, acceptance, payment or credit by any **Insured** in exchange for any patient, service or business referral(s) in violation of any federal, state or local law, regulation, rule or ordinance; or
 3. any actual or alleged violation by any **Insured** of the Health Insurance Portability and Accountability Act of 1996 or any similar provisions of any federal, state or local law, regulation, rule or ordinance.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

SPECIMEN ENDORSEMENT

Addition to Section IV.
Insurance Regulatory Exclusion

In consideration of the premium paid for this Policy, it is understood and agreed that:

1. Section IV. Additional Exclusions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
IV.: by or on behalf of, or in the right of, or at the behest of, or for the benefit of an Agency, including but not limited to any Claim which the Agency makes in its regulatory or supervisory capacity or as a receiver, conservator, liquidator, trustee, rehabilitator, or otherwise, whether such Claim is made in the name of such Agency, in the name of any other entity or solely in the name of any third party;
2. Solely for the purposes of this endorsement only, section III. Additional Definitions of the Directors, Officers and Corporate Liability Insurance Coverage Section of this Policy is amended by the addition of the following:
III.: "Agency" means any Insurance Departments (state or other), Insurance Commissioners or Examiners, or any other similar or related regulatory or supervisory agencies or authorities.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

[ML 26300]ML 264362 (09-06)

SPECIMEN ENDORSEMENT**Modification to Section V. B.
Securities Endorsement**

In consideration of the premium paid for this **Policy**, it is understood and agreed that section V. Securities Offerings B. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

V. B.: If during the **Policy Period** the **Insured Entity** offers for sale securities issued by an **Insured Entity**:

1. which are not subject to a Registration Statement under the Securities Act of 1933, then this **Policy** shall continue in full force and effect, or
2. pursuant to a Registration Statement under the Securities Act of 1933, then:
 - a. this **Policy** shall continue in full force and effect; provided, however, the **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the Securities Act of 1933, the Securities Exchange Act of 1934, including amendments thereto, rules or regulations promulgated under either Act, or any similar state statutes, rules, regulations or common law, occurring on or after such time the shares commence public trading as the result of such filing of a Registration Statement under the Securities Act of 1933. The **Named Insured** shall give the **Insurer** written notice of such sale of securities as soon as practicable but not later than 30 days after the effective date of such sale of securities.
 - b. this **Policy** shall continue in full force and effect in connection with a **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
 - i. any **Claim** by any security holders of an **Insured Entity** for the failure of the **Insured Entity** to undertake or complete an initial public offering or sale of securities of such **Insured Entity**, or
 - ii. any **Wrongful Act** relating to the **Insured Entity's** preparation for any public offering, including any presentations made by the **Insured Entity** and its **Insured Persons** via any medium in connection with such offering, if such public offering does not occur.

It is further understood and agreed that if during the **Policy Period**, the **Named Insured** files a registration statement for an initial public offering pursuant to the Securities Act of 1933, then the **Insurer** must offer a quote for coverage under this paragraph subject to such terms, conditions and additional premium as the **Insurer** may require; provided, however, the **Named Insured** shall, within 30 days of the filing, provide the **Insurer** with written notice of the filing, along with all particulars and underwriting information the **Insurer** may require.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured	Policy Number
Effective Date of This Endorsement Policy Inception	Authorized Representative

SPECIMEN ENDORSEMENT

Addition to Section IV. F.
Whistleblower Carve-out

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions F. of the Directors, Officers and Corporate Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV. F.: any **Claim** by any employee of the **Insured Entity** pursuant to any federal or state whistleblower protection statute or any regulation promulgated thereunder;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured		Policy Number	
Effective Date of This Endorsement Policy Inception		Authorized Representative	

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status:	Approved	07-24-2007
Comments:				
Attachment:	Transmittal PC TD-1 1-07.pdf			
Satisfied -Name:	Filing Memo	Review Status:	Approved	07-24-2007
Comments:				
Attachment:	Authorization Letter.pdf			
Satisfied -Name:	Authorization Letter	Review Status:	Approved	07-24-2007
Comments:				
Attachment:	Authorization Letter.pdf			
Satisfied -Name:	Forms List	Review Status:	Approved	07-24-2007
Comments:				
Attachment:	Forms 0607.pdf			
Satisfied -Name:	Forms Schedule	Review Status:	Approved	07-24-2007
Comments:				
Attachment:	Form Filing Schedule PC FFS-1 1.pdf			

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	W.R. Berkley Corporation				Group NAIC #	098
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
Carolina Casualty Insurance Company	Florida	10510	59-0733942			

5. Company Tracking Number	MLI-060107-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Beth Richards Monitor Liability Managers, Inc. 2850 W. Golf Road, Ste. 800 Rolling Meadows, IL 60008	Senior Compliance Analyst	800-446-2100, x 568	847-806-6590	brichards@monitorliability.com
7. Signature of authorized filer		<i>Beth Richards</i>		
8. Please print name of authorized filer		Beth Richards		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.1000 - Other Liability - Claims Made
10. Sub-Type of Insurance (Sub-TOI)	17.1022 - Other Liability - Claims Made, Other Professional Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Management Liability Insurance
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Renewal: Upon approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	7/24/07
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	MLI-060107-F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Carolina Casualty Insurance Company is a revision to our currently approved program for Management Liability Insurance, which consists of the following:

FORMS:

- 32 new endorsements
- 27 revised endorsement

Please refer to the attached Schedule of Forms for details.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> Check #: 0000020090 Amount: \$50.00 </div> <div> Refer to each state's checklist for additional state specific requirements or instructions on calculating fees. </div>	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)



Filing Authorization Letter

January 2, 2007

RE: Carolina Casualty Insurance Company, NAIC 10510, FEIN 59-0733942
Filing Authorization: Monitor Liability Managers, Inc.

Dear Commissioner:

The purpose of this letter is to authorize Monitor Liability Managers, Inc. ("Monitor") to submit filings for Professional Liability Insurance on behalf of Carolina Casualty Insurance Company.

By way of explanation, we would like to provide background as to the relationship between these two companies. Both Monitor Liability Managers, Inc. and Carolina Casualty Insurance Company are subsidiaries of the W.R. Berkley Corporation, an insurance holding company with insurance company subsidiaries operating throughout the United States. Monitor acts as an underwriting manager on behalf of certain insurance companies within the W.R. Berkley organization, including Carolina Casualty Insurance Company. Monitor has full underwriting and claims settlement authority and is responsible for Professional Liability Insurance product development.

An integral part of Monitor's strategic marketing plan is to make all of its products available in the admitted market through Carolina Casualty Insurance Company. Carolina Casualty already has filings in place, in most states, for the Directors' and Officers' Program, the Lawyers' Professional Liability Program, Excess Professional Liability, Management Liability, Employment Liability Practices and Non-Profit Organization Liability.

To facilitate and streamline current and future filing activities, Carolina Casualty Insurance Company is hereby extending authority to Monitor Liability Managers, Inc. to make Professional Liability filings on its behalf.

Any and all questions regarding Professional Liability submissions should be directed to:

Ms. Penelope Kilberry, CPCU, CPIW, AIS
Assistant Vice President
Regulatory Compliance
Monitor Liability Managers, Inc.
2850 West Golf Road, Suite 800
Rolling Meadows, IL 60008
847.806.6590, ext. 570

In addition to Penny Kilberry, Sandra L. Baggio, Senior Compliance Analyst, and Beth Richards, Senior Compliance Analyst, are authorized to submit filings on our behalf. Douglas J. Powers, CPCU, Assistant Secretary of Carolina Casualty Insurance Company will execute all documents requiring an officer's signature.

If you have questions regarding this authorization, please call Penny Kilberry at 1.800.446.2100, ext. 570, send an e-mail to pkilberry@monitorliability.com or write to Ms. Kilberry at 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. J. Powers', is written over the printed name.

Douglas J. Powers, CPCU
Assistant Secretary
Carolina Casualty Insurance Company
1.800.446.2100, ext. 508



Filing Authorization Letter

January 2, 2007

RE: Carolina Casualty Insurance Company, NAIC 10510, FEIN 59-0733942
Filing Authorization: Monitor Liability Managers, Inc.

Dear Commissioner:

The purpose of this letter is to authorize Monitor Liability Managers, Inc. ("Monitor") to submit filings for Professional Liability Insurance on behalf of Carolina Casualty Insurance Company.

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Sincerely,

A handwritten signature in black ink, appearing to read 'D. J. Powers', is written over the printed name.

Douglas J. Powers, CPCU
Assistant Secretary
Carolina Casualty Insurance Company
1.800.446.2100, ext. 508

CAROLINA CASUALTY INSURANCE COMPANY
MANAGEMENT LIABILITY INSURANCE PROGRAM – ML 26300(12-05) – 06-07 SECONDARY FILING
32 New Endorsements; 27 Revised Endorsements

SCHEDULE OF FORMS

NUMBER		TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
1.	CT 261103 (04-06)	Alliance Endorsement Directors, Officers and Corporate Liability Insurance	New endorsement to provide coverage enhancements specific to request by this program, but only for the D&O coverage section.	X		
2.	CT 261104 (04-06)	BIO Alliance Endorsement Directors, Officers and Corporate Liability Insurance	New endorsement to provide coverage enhancements specific to request by this program, but only for the D&O coverage section.	X		
3.	CT 261108 (05-06)	Socius Insurance Services, Inc. Endorsement	New endorsement to provide	X		
4.	CT 261109 (12-06)	Swett & Crawford Advantage Endorsement	New endorsement to provide	X		
5.	CT 261111 (12-06)	Swett & Crawford Advantage Endorsement Directors, Officers and Corporate Liability Insurance	New endorsement to provide coverage enhancements specific to request by this agency, but only for D&O coverage section.	X		
6.	CT 261112 (03-07)	William Gallagher Associates Endorsement Enhancements A	New endorsement to provide coverage enhancements specific to request by this agency.	X		
7.	CT 261113 (03-07)	William Gallagher Associates Endorsement Directors, Officers and Corporate Liability Insurance Enhancements B	New endorsement to provide coverage enhancements specific to request by this agency, but only for D&O coverage section.	X		
8.	CT 261114 (03-07)	William Gallagher Associates Endorsement Enhancements C	New endorsement to provide coverage	X		
9.	CT 261115 (03-07)	William Gallagher Associates Endorsement Enhancements D	New endorsement to provide coverage enhancements specific to request by this agency.	X		
10.	CT 261300 (03-06)	National Glass Association Enhancements A	New endorsement to provide	X		
11.	CT 261550 (04-06)	Medical Professionals and Health Facilities Enhancements A	New endorsement to provide coverage enhancements specific to request by this program.	X		
12.	CT 261551 (04-06)	Medical Professionals and Health Facilities Enhancements B	New endorsement to provide coverage enhancements specific to request by this program.	X		
13.	CT 261552 (04-07)	Medical Professionals and Health Facilities Enhancements C	New endorsement to provide coverage enhancements specific to request by this program.	X		
14.	CT 261553 (04-07)	Medical Professionals and Health Facilities Enhancements D	New endorsement to provide coverage enhancements specific to request by this program.	X		
15.	CT 263033 (rev. 09-06)	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation Exclusion	Revised endorsement due to inconsistency issues with other similarly drafted endorsements.			X
16.	CT 263034 (rev. 09-06)	Addition to Section III. B. Addition of Insured Entity with Past Acts Exclusion	Revised endorsement due to inconsistency issues with other similarly drafted endorsements.			X
17.	CT 263035 (rev. 09-06)	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation and Past Acts Exclusion	Revised endorsement due to inconsistency issues with other similarly drafted endorsements.			X

CAROLINA CASUALTY INSURANCE COMPANY
MANAGEMENT LIABILITY INSURANCE PROGRAM – ML 26300(12-05) – 06-07 SECONDARY FILING
32 New Endorsements; 27 Revised Endorsements

SCHEDULE OF FORMS

NUMBER		TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
18.	CT 263093 (rev. 09-06)	Addition to Section III. H. Addition of Subsidiary with Prior and Pending Litigation Exclusion	Revised endorsement due			X
19.	CT 263094 (rev. 09-06)	Addition to Section III. H. Addition of Subsidiary with Past Acts Exclusion	Revised endorsement due			X
20.	CT 263095 (rev. 09-06)	Addition to Section III. H. Addition of Subsidiary with Prior and Pending Litigation and Past Acts Exclusion	Revised endorsement due to inconsistency issues with other similarly drafted endorsements.			X
21.	CT 264016 (09-06)	Addition to Section IV. Specific Question Exclusion	New endorsement to exclude coverage from a		X	
22.	CT 264308 (rev. 09-06)	Addition to Section IV. Modified Known Wrongful Act Exclusion	Revised endorsement due		X	
23.	CT 264312 (rev. 09-06)	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	Revised endorsement due		X	
24.	CT 266018 (12-06)	Addition to Section IV. Relative Legal Exposure	New endorsement to provide allocation of			X
25.	CT 267023 (04-07)	Modification to Section VII. A. Extended Notice of Claim to Specific Positions	New endorsement to allow that a notice of Claim is			X
26.	CT 268033 (12-06)	Modification to Section VIII. B. Full Severability	New endorsement to provide full severability	X		
27.	CT 268034 (12-06)	Addition to Section VIII. B. Fully Non-Rescindable Endorsement	New endorsement to provide full non-rescindable language.	X		
28.	EPL 262020 (09-06)	Addition to Section II. Automatic Extended Reporting Period for Employment Practices Liability	New endorsement to provide an automatic ERP, but only for the EPL coverage section.	X		
29.	EPL 263025 (05-06)	Addition to Section III. A. Expanded Definition of Claim	New endorsement to provide coverage for any claim to toll or waive the statute of limitations on any wrongful act.			X
30.	EPL 263026 (03-07)	Addition to Section III. A. Illegal Alien Investigative Proceeding Coverage with Sub-Limit	New endorsement to provide coverage up to a	X		
31.	EPL 263043 (09-06)	Modification to Section III. C. Costs of Defense for Stock Options	New endorsement to provide defense for claims arising out of any ownership interest in the Insured Entity, but with no obligation to pay damages.	X		
32.	EPL 263057 (09-06)	Modification to Section III. D. Leased Individuals and Independent Contractor Carve-out	New endorsement to exclude coverage for		X	
33.	EPL 263058 (11-06)	Modification to Section III. D. Employee Extension for Managed Entities of Insured Entity	New endorsement to provide coverage for	X		
34.	EPL 264032 (12-06)	Modification to Section IV. B. ERISA Exclusion with Retaliatory Carve-out	New endorsement to provide		X	

CAROLINA CASUALTY INSURANCE COMPANY
MANAGEMENT LIABILITY INSURANCE PROGRAM – ML 26300(12-05) – 06-07 SECONDARY FILING
32 New Endorsements; 27 Revised Endorsements

SCHEDULE OF FORMS

NUMBER		TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
35.	EPL 264072 (rev. 09-06)	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	Revised endorsement due		X	
36.	EPL 264073 (rev. 09-06)	Addition to Section IV. Prior and Pending Litigation Exclusion Specific Entity	Revised endorsement due to incorrect language in previous version.		X	
37.	EPL 264308 (rev. 09-06)	Addition to Section IV. Modified Known Wrongful Act Exclusion	Revised endorsement due to incorrect		X	
38.	EPL 264312 (rev. 09-06)	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	Revised endorsement due to incorrect language in previous version.		X	
39.	FL 263054 (rev. 11-06)	Addition to Section III. D. State Specific Punitive Damages Carve-out	Revised title. Changed Modification to Addition.		X	
40.	FL 263063 (rev. 09-06)	Addition to Section III. E. Addition of Employee Benefit Plan(s) with Prior and Pending Litigation Exclusion	Revised endorsement due to inconsistency issues with other similarly drafted endorsements.		X	
41.	FL 263064 (rev. 09-06)	Addition to Section III. E. Addition of Employee Benefit Plan(s) with Past Acts Exclusion	Revised endorsement due to inconsistency		X	
42.	FL 263065 (rev. 09-06)	Addition to Section III. E. Addition of Employee Stock Ownership Plan with Prior and Pending Litigation Exclusion	Revised endorsement due to inconsistency issues with other similarly drafted endorsements.		X	
43.	FL 263066 (rev. 09-06)	Addition to Section III. E. Addition of Employee Stock Ownership Plan with Past Acts Exclusion	Revised endorsement due to inconsistency issues with other similarly drafted endorsements.		X	
44.	FL 264092 (rev. 09-06)	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	Revised endorsement due to incorrect language in previous version.		X	
45.	FL 264093 (rev. 09-06)	Addition to Section IV. Prior and Pending Litigation Exclusion Specific Entity	Revised endorsement due		X	
46.	FL 264308 (rev. 09-06)	Addition to Section IV. Modified Known Wrongful Act Exclusion	Revised endorsement due to incorrect		X	
47.	FL 264312 (rev. 09-06)	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	Revised endorsement due to incorrect language in previous version.		X	
48.	FL 264313 (rev. 09-06)	Addition to Section IV. Past Acts Exclusion for Specific Entity	Revised endorsement due		X	
49.	ML 263043 (rev. 11-06)	Addition to Section III. C. Costs of Defense for Stock Options	Revised title. Changed Modification to Addition.	X		
50.	ML 263044 (rev. 11-06)	Addition to Section III. C. State Specific Punitive Damages Carve-out	Revised title. Changed Modification to Addition.		X	
51.	ML 263067 (04-07)	Addition to Section III. E. Addition of Employee Coverage	New endorsement to provide employee	X		

CAROLINA CASUALTY INSURANCE COMPANY
MANAGEMENT LIABILITY INSURANCE PROGRAM – ML 26300(12-05) – 06-07 SECONDARY FILING
32 New Endorsements; 27 Revised Endorsements

SCHEDULE OF FORMS

NUMBER		TITLE	DESCRIPTION	BROADEN	RESTRICT	CLARIFY
52.	ML 264075 (12-06)	Addition to Section IV. F. Whistleblower Carve-out	New endorsement to amend exclusion IV. F. so		X	
53.	ML 264076 (12-06)	Addition to Section IV. F. Insured versus Insured Carve-out	New endorsement to amend exclusion IV. F. so that it does not apply to various activities brought by an Insured against an Insured.		X	
54.	ML 264132 (rev. 09-06)	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	Revised endorsement due to incorrect		X	
55.	ML 264308 (rev. 09-06)	Addition to Section IV. Modified Known Wrongful Act Exclusion	Revised endorsement due to incorrect language in previous version		X	
56.	ML 264312 (rev. 09-06)	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	Revised endorsement due		X	
57.	ML 264361 (09-06)	Addition to Section IV. Regulatory Action Exclusion	New endorsement to exclude		X	
58.	ML 264362 (09-06)	Addition to Section IV. Insurance Regulatory Exclusion	New endorsement to exclude coverage for any		X	
59.	ML 265033 (03-07)	Modification to Section V. B. Securities Endorsement	New endorsement to provide coverage for the	X		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
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1.	This filing transmittal is part of Company Tracking #	MLI-060107-F
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
1.	Alliance Endorsement Directors, Officers and Corporate Liability Insurance	CT 261103 (04-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
2.	BIO Alliance Endorsement Directors, Officers and Corporate Liability Insurance	CT 261104 (04-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
3.	Socius Insurance Services, Inc. Endorsement	CT 261108 (05-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
4.	Swett & Crawford Advantage Endorsement	CT 261109 (12-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
5.	Swett & Crawford Advantage Endorsement Directors, Officers and Corporate Liability Insurance	CT 261111 (12-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
6.	William Gallagher Associates Endorsement Enhancements A	CT 261112 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
7.	William Gallagher Associates Endorsement Directors, Officers and Corporate Liability Insurance Enhancements B	CT 261113 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
8.	William Gallagher Associates Endorsement Enhancements C	CT 261114 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
9.	William Gallagher Associates Endorsement Enhancements D	CT 261115 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10.	National Glass Association Enhancements A	CT 261300 (03-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11.	Medical Professionals and Health Facilities Enhancements A	CT 261550 (04-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12.	Medical Professionals and Health Facilities Enhancements B	CT 261551 (04-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13.	Medical Professionals and Health Facilities Enhancements C	CT 261552 (04-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14.	Medical Professionals and Health Facilities Enhancements D	CT 261553 (04-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15.	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation Exclusion	CT 263033 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CT 263033 (12-05)	

FORM FILING SCHEDULE

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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
16.	Addition to Section III. B. Addition of Insured Entity with Past Acts Exclusion	CT 263034 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CT 263034 (12-05)	
17.	Addition to Section III. B. Addition of Insured Entity with Prior and Pending Litigation and Past Acts Exclusion	CT 263035 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CT 263035 (12-05)	
18.	Addition to Section III. H. Addition of Subsidiary with Prior and Pending Litigation Exclusion	CT 263093 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CT 263093 (12-05)	
19.	Addition to Section III. H. Addition of Subsidiary with Past Acts Exclusion	CT 263094 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CT 263094 (12-05)	
20.	Addition to Section III. H. Addition of Subsidiary with Prior and Pending Litigation and Past Acts Exclusion	CT 263095 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CT 263095 (12-05)	
21.	Addition to Section IV. Specific Question Exclusion	CT 264016 (09-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22.	Addition to Section IV. Modified Known Wrongful Act Exclusion	CT 264308 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CT 264308 (12-05)	
23.	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	CT 264312 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CT 264312 (12-05)	
24.	Addition to Section IV. Relative Legal Exposure	CT 266018 (12-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25.	Modification to Section VII. A. Extended Notice of Claim to Specific Positions	CT 267023 (04-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26.	Modification to Section VIII. B. Full Severability	CT 268033 (12-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27.	Addition to Section VIII. B. Fully Non-Rescindable Endorsement	CT 268034 (12-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28.	Addition to Section II. Automatic Extended Reporting Period for Employment Practices Liability	EPL 262020 (09-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29.	Addition to Section III. A. Expanded Definition of Claim	EPL 263025 (05-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30.	Addition to Section III. A. Illegal Alien Investigative Proceeding Coverage with Sub-Limit	EPL 263026 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
31.	Modification to Section III. C. Costs of Defense for Stock Options	EPL 263043 (09-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32.	Modification to Section III. D. Leased Individuals and Independent Contractor Carve-out	EPL 263057 (09-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33.	Modification to Section III. D. Employee Extension for Managed Entities of Insured Entity	EPL 263058 (11-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34.	Modification to Section IV. B. ERISA Exclusion with Retaliatory Carve-out	EPL 264032 (12-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35.	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	EPL 264072 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EPL 264072 (12-05)	
36.	Addition to Section IV. Prior and Pending Litigation Exclusion Specific Entity	EPL 264073 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EPL 264073 (12-05)	
37.	Addition to Section IV. Modified Known Wrongful Act Exclusion	EPL 264308 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EPL 264308 (12-05)	
38.	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	EPL 264312 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	EPL 264312 (12-05)	
39.	Addition to Section III. D. State Specific Punitive Damages Carve-out	FL 263054 (rev. 11-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FL 263054 (12-05)	
40.	Addition to Section III. E. Addition of Employee Benefit Plan(s) with Prior and Pending Litigation Exclusion	FL 263063 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FL 263063 (12-05)	
41.	Addition to Section III. E. Addition of Employee Benefit Plan(s) with Past Acts Exclusion	FL 263064 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FL 263064 (12-05)	
42.	Addition to Section III. E. Addition of Employee Stock Ownership Plan with Prior and Pending Litigation Exclusion	FL 263065 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FL 263065 (12-05)	
43.	Addition to Section III. E. Addition of Employee Stock Ownership Plan with Past Acts Exclusion	FL 263066 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FL 263066 (12-05)	
44.	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	FL 264092 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FL 264092 (12-05)	
45.	Addition to Section IV. Prior and Pending Litigation Exclusion Specific Entity	FL 264093 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FL 264093 (12-05)	

FORM FILING SCHEDULE

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 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	MLI-060107-F
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
46.	Addition to Section IV. Modified Known Wrongful Act Exclusion	FL 264308 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FL 264308 (12-05)	
47.	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	FL 264312 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FL 264312 (12-05)	
48.	Addition to Section IV. Past Acts Exclusion for Specific Entity	FL 264313 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FL 264313 (12-05)	
49.	Addition to Section III. C. Costs of Defense for Stock Options	ML 263043 (rev. 11-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	ML 263043 (12-05)	
50.	Addition to Section III. C. State Specific Punitive Damages Carve-out	ML 263044 (rev. 11-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	ML 263044 (12-05)	
51.	Addition to Section III. E. Addition of Employee Coverage	ML 263067 (04-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
52.	Addition to Section IV. F. Whistleblower Carve-out	ML 264075 (12-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
53.	Addition to Section IV. F. Insured versus Insured Carve-out	ML 264076 (12-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54.	Addition to Section IV. Prior and Pending Litigation Exclusion Excess Limit of Liability	ML 264132 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	ML 264132 (12-05)	
55.	Addition to Section IV. Modified Known Wrongful Act Exclusion	ML 264308 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	ML 264308 (12-05)	
56.	Addition to Section IV. Past Acts Exclusion Excess Limit of Liability	ML 264312 (rev. 09-06)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	ML 264312 (12-05)	
57.	Addition to Section IV. Regulatory Action Exclusion	ML 264361 (09-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
58.	Addition to Section IV. Insurance Regulatory Exclusion	ML 264362 (09-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
59.	Modification to Section V. B. Securities Endorsement	ML 265033 (03-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
60.			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		